

# **EXHIBIT “C”**

**MASTER SERVICE AND SUPPLY AGREEMENT**

THIS MASTER SERVICE AND SUPPLY AGREEMENT (referred to as "this Agreement"), made and entered into this 1<sup>st</sup> day of October, 2012, by and between the Parties designated in this Agreement as "Company" and "Contractor" (who may be referred to collectively in this Agreement as "the Parties").

**COMPANY:** HG Energy, LLC, a West Virginia LLC

**ADDRESS:** 2200 Georgetowne Drive, Suite 501  
Sewickley, PA 15143

**TELEPHONE:** (724) 935-8959

**CONTRACT  
ADMINISTRATOR:** Vicki Dibish

**EMAIL  
ADDRESS:** vdibish@hgenergyllc.com

**CONTRACTOR:** Stric-Lan Companies LLC

**ADDRESS:** PO Box 62288  
Lafayette, LA 70596-2288

**TELEPHONE:** 800-749-4586

**CONTRACT  
ADMINISTRATOR:** Nick DeCecco

**EMAIL  
ADDRESS:** NickD@striclan.com

**FEIN OR SOCIAL  
SECURITY NO.:**

I. EMPLOYMENT OF CONTRACTOR - PURCHASE OF GOODS

A. In connection with the construction and/or operation of properties and facilities for the exploration for, or the development or production of, oil, natural gas, sulfur or other minerals in the United States, and/or any other activity or material related to the business of Company, Company shall:

(1) Employ or procure the services of Contractor from time to time, and/or;

(2) Purchase and/or lease goods, equipment or facilities from Contractor.

The services and/or goods to be supplied, purchased, and/or leased are set forth in Exhibit "A" or on any addendum, purchase order, work order, or any other document prepared to describe services and/or goods to be supplied. Any such Exhibit "A" or addendum, purchase order, work order, or any other document prepared to describe services and/or material, equipment, or goods to be supplied is/are incorporated into this Agreement by reference and, to the extent that any of the language, terms, or conditions of the incorporated document(s) are inconsistent with this Agreement, this Agreement shall take precedence and control.

B. Contractor represents that it has adequate equipment in good working order and fully trained personnel capable of safely operating such equipment and performing the services described in this Agreement. The Parties agree that the services to be performed by Contractor and the material, equipment, or goods to be provided by Contractor may be under oral or written work orders or purchase orders given by Company to Contractor from time to time during the term of this Agreement.

C. When notified by Company either orally or by written work order, of the work desired, Contractor shall commence furnishing same at the agreed upon time, and continue such operations diligently and without delay, in strict conformance with this Agreement.

D. Relative to any work for Company, Contractor shall not employ any person whose employment violates any labor, employment or other applicable laws.

E. All work rendered or performed by Contractor shall be done with due diligence, in a good and workmanlike manner, using skilled, competent and experienced workmen and supervisors and in accordance with good oilfield servicing practices and/or the standards that pertain to Contractor's industry, trade, or profession. All materials, equipment, supplies or manufactured articles furnished by Contractor in the performance of the work or necessary for the construction or completion of the work shall be selected and used with good oilfield practice for their respective purposes and shall be free from defects. Any portion of the work found defective or unsuitable shall be removed, replaced, or corrected by Contractor without additional cost or risk to Company.

F. Contractor agrees to inspect all materials and equipment furnished by Company directly employed in the course of operations conducted hereunder and shall notify Company of any apparent defects therein before using such materials and equipment. Should Contractor use such materials and equipment without notifying Company of any defect, except latent defects that a reasonable inspection would not have revealed, Contractor shall be deemed to have assumed all risk and liability for any mishap that may occur in operations conducted hereunder by reason of failure or defects in such materials and equipment.

G. Contractor agrees to maintain its equipment in good operating condition at all times and shall use all reasonable means to control and prevent fires and (to the extent applicable to its work) blowouts, protect the hole and to protect Company's personnel, property, and equipment.

II. INDEPENDENT CONTRACTOR

A. Contractor shall be and is an independent contractor. Company is interested only in the results obtained and has only the general right of inspection and supervision in order to secure the satisfactory completion of any such services. Company shall not have the right to control or direct the details of the services performed by Contractor. Under no circumstances shall an employee of Contractor be deemed an agent or employee or "borrowed servant" of Company. Contractor warrants that it shall perform its services in a safe, competent and workmanlike manner, in strict conformity with Company's specifications and requirements and in compliance with all applicable statutes, rules, regulations and principles of law. Contractor shall furnish at its own expense and risk all labor, material, equipment, tools, transportation and other items necessary for the safe performance of the requested services, except such of said items as Company agrees in writing to furnish.

III. PAYMENT - RIGHT TO WITHHOLD AND REQUIRE PAYMENT OF LIEN CLAIMANTS

A. Company shall pay Contractor at Contractor's then current rate schedule or as otherwise agreed to by Company and Contractor. Within forty-five (45) days after the acceptance by Company of Contractor's invoice as fully complying with all specifications and requirements of this Agreement, Exhibit "A" attached, and any addendum or work orders, Company shall pay Contractor, as provided below, for (i) services performed or (ii) material, equipment, or goods delivered.

B. Contractor shall maintain a complete and correct set of records pertaining to all aspects of this Agreement. Company shall have the right, at Company's sole expense, to inspect and audit any and all such records within a period of two (2) years after the termination of the services performed under this Agreement; provided, however, that Contractor has the right to exclude any trade secrets, formulae or processes from such inspection and audit. Notwithstanding the approval for payment of any invoice submitted, Company shall have the right to withhold any payments until Contractor has furnished (i) verification of performance of services in a manner satisfactory to Company; (ii) verification of performance of all goods, equipment and facilities to which such payment relates in a manner satisfactory to Company; (iii) proof that all claims against Contractor by Contractor's suppliers, contractors and subcontractors (regardless of whether such contracting or subcontracting is in violation of Article VIII of this Agreement) for labor, material, equipment, or goods of any kind furnished in connection with Contractor's obligations under this Agreement have been fully paid and satisfied; and (iv) proof that all liens and privileges of Contractor's suppliers, contractors and subcontractors (regardless of whether such contracting or subcontracting is in violation of Article VIII of this Agreement) arising out of services performed or goods, equipment or facilities furnished in connection with Contractor's obligations under this Agreement have been fully released.

C. It is agreed that payment by Company of any invoice shall not constitute a waiver of Company's right subsequently to contest the amount or correctness of any invoice and to seek reimbursement. In the event of any dispute, Company may withhold payment of the disputed amount or Company may pay the disputed amount without waiver of any of its rights, including the right to seek reimbursement. Contractor agrees to not encumber or allow its contractors to encumber Company's property.

IV. INSURANCE

A. Introduction

1. Relationship Between Insurance and Indemnity Obligations:

The Parties agree that the indemnity and insurance obligations contained in this Agreement are separate and apart from each other, such that failure to fulfill the indemnity obligations does not alter or eliminate the insurance obligations or vice versa. The Parties further agree that the insurance obligations in this Article IV shall not in any way limit the defense and indemnity obligations set forth in this Agreement.

B. Definitions

For the purposes of Articles IV and V of this Agreement, the following definitions shall apply:

1. "Contractor" shall mean Contractor, any parent company of Contractor, Contractor's heirs (if applicable), successors and assigns, its subsidiaries and affiliates, all contractors and subcontractors (of every tier) of Contractor, and Contractor's agents, directors, officers and employees.

2. "Company" shall mean "Company," any parent company of Company, Company's successors and assigns, its subsidiaries and affiliates, and Company's agents, directors, officers, and employees.

C. Insurance

1. Contractor shall secure and maintain at its own cost and expense, except as otherwise provided in this Agreement, policies with the minimum limits and other requirements stated in Exhibit "B," which is attached to and incorporated into this Agreement. All such policies shall

be issued by insurance companies that are solvent and satisfactory to Company, and that have an A.M. Best Rating of "A-" or higher.

2. Contractor agrees that, as respects risks and liabilities assumed by Contractor, all insurance policies of Contractor, whether or not required by this Agreement, shall, to the extent applicable to the performing of services and/or providing of goods, equipment or facilities by Contractor: (1) name Company, as defined in this Article IV, as an additional insured (except for workers compensation coverage); (2) waive all rights of subrogation against Company and its insurers (whether by loan receipt, equitable assignment or otherwise); and (3) be primary in relation to any policies in which any member of the Company is a named or additional insured,

3. Contractor agrees that Company shall have the option, on behalf of Company as defined herein, to pay the premium for the extension of Contractor's insurance to cover Company as set forth above, should such an extension be necessary. Upon written notification by Company of its exercise of this option, Contractor agrees that its insurers (or their agent or representative) will invoice Company for the premium amount for such extension of coverage in favor of Company. At each subsequent renewal of Contractor's insurance, Contractor will advise Company (on substantially the same form) of the amount of the premium required for such extension(s) and arrange to have Company invoiced for the appropriate premium by Contractor's insurers (or their agent or representative). Contractor warrants that such premium constitutes all material cost for such extension of coverage in favor of Company.

4. The Parties agree that Contractor is not required to obtain coverage protecting Company for those risks specifically allocated to Company under this Agreement.



5. Prior to performing services and/or providing material, equipment, or goods for Company, Contractor shall furnish Company with Certificates of Insurance reflecting minimum insurance coverage in accordance with the requirements of Exhibit "B." Failure of Company to object to Contractor's failure to furnish such certificates or to object to any defect in such certificates shall not be deemed a waiver of Contractor's obligation to furnish such a certificate and to provide minimum insurance coverage as required by this Agreement and Exhibit "B." In addition, Contractor agrees to promptly notify Company in the event that the per occurrence or aggregate limits that apply to any particular coverage required by this Agreement are exhausted.

6. In the event that Contractor fails to perform any of its obligations with respect to insurance, with or without the knowledge or consent of Company, then Contractor shall itself be deemed an insurer to the extent it has failed to perform such obligations.

V. INDEMNITY – DEFENSE

A. INTRODUCTION

1. Purpose: The Parties recognize that in connection with the services, operations, and the provision of material, equipment, or goods contemplated by this Agreement, there is some risk that accidents and events may occur in which property is lost, damaged, or destroyed and/or in which persons may be unfortunately killed or injured. The Parties desire to allocate these risks between them and to require that these risks be adequately insured so as to minimize the possibility of disputes and to engage in effective risk management. For these reasons, the Parties agree to the indemnity and defense obligations set forth below.

B. ALLOCATION OF RISK

1. CONTRACTOR'S INDEMNITY OBLIGATIONS

Contractor shall defend, indemnify, hold harmless, and release Company from and against any and all claims, losses, damages, demands, causes of action, suits, judgments and liabilities of every kind (including all expenses of litigation, court costs and reasonable attorneys' fees) brought or asserted against Company by any party whomsoever, directly or indirectly arising out of or related to this Agreement and resulting from any claim of loss, damage, injury, illness, or death, including, but not limited to, those described in subparagraphs (a) through (l) below, to the extent that such claims, losses, damages, injuries, illnesses, or death are caused by the negligence (of any degree), strict liability, or willful misconduct of the Contractor, regardless of whether the Company is negligent in part.

(a) Personal injury to, bodily injury to, emotional or psychological injury to, property or wage loss, benefits loss, or illness or death of Contractor's employees or invitees, (including, without limitation, all costs and expenses associated with medical evacuation of and/or emergency medical services provided to such persons), even though one or more members of Contractor may be protected from direct suit by state workers' compensation laws.

(b) Damage to or loss of any property owned, leased, or provided by Contractor;

(c) Liabilities, assessments, costs, expenses, penalties and/or fines arising from or caused by any pollution or any spills or releases of pollutants and/or contaminants from any property, equipment,

or vehicles owned, leased or provided by Contractor, including costs of cleanup of same;

(d) Consequential damages (including but not limited to lost profits, lost business opportunities, damages for failure to meet deadlines and/or loss of use of equipment) sustained by Contractor;

(e) Taxes, fines, penalties and other assessments made against Contractor's property or arising out of Contractor's operations;

(f) Any loss or claim arising out of or related to infringement of or inducement to infringe any patent, license, copyright, trade secret and/or other intellectual property used or provided by Contractor either in performing services under this Agreement or in furnishing or supplying the materials, plans, processes, compositions, or equipment made or used by Contractor pursuant to this Agreement;

(g) Liens asserted against Company property by Contractor or any of their suppliers;

(h) Any claim for damages, discrimination, harassment or loss by personnel furnished by Contractor or any of their suppliers, arising out of or in connection with any work performed or to be performed by Contractor pursuant to this Agreement, as well as any such claims arising out of or in connection with the presence of personnel furnished by Contractor or any of its subcontractors, suppliers, or materialmen; and,

(i) Any breach of this Agreement by Contractor.

2. COMPANY'S INDEMNITY OBLIGATIONS

Company shall defend, indemnify, hold harmless, and release Contractor from and against any and all claims, losses, damages, demands, causes of action, suits, judgments and liabilities of every kind (including all expenses of litigation, court costs and reasonable attorneys' fees) brought or asserted against Contractor by any party whomsoever, directly or indirectly arising out of or related to this Agreement and resulting from any claim of loss, damage, injury, illness, or death, to the extent that such claims, losses, damages, injuries, illnesses, or death are caused by the negligence (of any degree), strict liability, or willful misconduct of Company, regardless of whether the Contractor is negligent in part.

C. Indemnity-Related Obligations

1. Without relieving Contractor of any of its indemnity obligations, Company may take part in any degree it deems necessary in the control and removal of any pollution, contamination, or releases or spills of pollutants and/or contaminants, which is the responsibility of Contractor under the foregoing provisions. Contractor shall reimburse Company for all these costs to the extent that such risk is allocated to Contractor by this Agreement.

2. Contractor agrees that its indemnity obligations will be supported by liability insurance with minimum limits of not less than those indicated on Exhibit "B". Such insurance shall support but shall not limit Contractor's indemnity obligations except to the extent mandated by applicable law.

3. Should Contractor have occasion to be upon or about or using Company's equipment or premises performing services and/or

providing goods, equipment or facilities for another company, and/or should Contractor be in transit to or from a Company location, then the provisions of Articles IV and V shall apply as if Contractor were performing services and/or providing goods, equipment or facilities for Company.

D. Defense Obligations

1. Regardless of the enforceability of any of the above indemnity obligations, the Contractor shall owe Company a separate duty to investigate, handle, respond to and provide defense for any claim, demand or suit for which Contractor extends indemnity in this Agreement, and shall satisfy any and all judgments or decrees which may be entered.

2. The duty of defense shall require Contractor to retain counsel of Contractor choice and sole cost and expense to represent the Company.

3. The Parties shall notify each other within a reasonable period of time of any facts which might give rise to a claim, demand or suit for which a defense will be required regardless of whether or not the claim, demand or suit has been made or filed.

4. If a demand of defense and indemnity is made and then accepted by Contractor, then the Company shall:

(a) Afford Contractor a reasonable opportunity to investigate the facts relating to the claim, demand, or suit, including but not limited to interviewing witnesses, inspecting property and reviewing documents.

(b) Cooperate at all times with Contractor's efforts to prepare the case, including but not limited to timely responding to interrogatories and document requests, making witnesses available for depositions and attending trial of the case.

5. If a demand of defense and indemnity is made by the Company but rejected by Contractor, then upon a determination that Contractor owed a duty of defense under this Agreement, Contractor shall be held liable for any amount paid by the settling party without a need for a judicial determination as to whether the Company had potential liability to the claimant or whether the settlement amount was reasonable.

6. Contractor agrees to allow any member of Company at any time to protect its interest by retaining its own counsel at its own expense to enter its appearance and prepare its defense regardless of any defense obligations that Contractor might otherwise have.

#### VI. REPORTS OF ACCIDENTS AND ENVIRONMENTAL INCIDENTS

A. Contractor shall report in person or by telephone to Company as soon as practicable all accidents and/or occurrences resulting in injuries to Contractor's employees or third parties, spills or releases of pollutants and/or contaminants and pollution of the environment, or damage to property arising out of or during the course of the services performed by Contractor (regardless of whether such contracting or subcontracting is in violation of Article VIII of this Agreement).

B. Contractor shall furnish Company with a copy of any reports made by Contractor of such accidents or occurrences. Contractor shall also prepare and make available all reports of accidents or occurrences resulting in pollution of the environment which may be required by federal, state, or local laws, orders

or regulations, including but not limited to the Clean Air Act, the Resource Conservation and Recovery Act (RCRA), the Clean Water Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Title III of the Superfund Amendments and Reauthorization Act of 1986, and any and all amendments thereto.

VII. ASSIGNMENT

A. Contractor may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Company. Any assignment shall not relieve Contractor of any of its obligations under this Agreement, including but not limited to the insurance, indemnity and defense obligations contained in Articles IV and V.

B. Contractor may, however, assign to a third party any accounts receivable under this Agreement without such written approval if Contractor timely furnishes Company with documentation signed by Contractor and the third party establishing that the assignment has been made and identifying the rights assigned. In order to ensure that such assigned accounts receivable may be paid by Company promptly, to the correct payee, and in a manner which will protect the interests of all concerned, the Parties agree that a notification of an assignment of accounts receivable must: (a) conspicuously appear on the face of each invoice presented by Contractor and/or its assignee to Company for payment, (b) direct that payment of the invoice be made by check or other order instrument which is payable jointly to Contractor and Contractor's creditor, as assignee, and (c) specify the address at which such invoice should be paid.

C. Company may assign this Agreement at any time without the prior consent of Contractor. In the event that Company is merged with another company that is affiliated with Company in any way, then the surviving entity of such merger shall be the successor to Company in this Agreement and this Agreement shall continue to be in full force and effect.

VIII. SUBCONTRACTING

Contractor shall not contract or subcontract for any of the services to be performed or the goods to be provided under this Agreement without the prior written permission of Company. Any contractor or subcontractor of Contractor shall provide the same indemnity and insurance protection to Company as Contractor is required to provide pursuant to this Agreement. Regardless of the foregoing indemnity and insurance obligations of Contractor's contractors and subcontractors, Contractor shall remain liable and responsible for all obligations as set forth in this Agreement.

IX. GIFTS AND GRATUITIES

Contractor shall not provide Company employees or any member of their immediate family with gifts, payments, extravagant entertainment, services or loans in any form. Gifts of nominal value and entertainment, meals, and social invitations that are customary and proper under the circumstances and do not place the recipient under obligation are acceptable. If any employee of the Company should solicit a gift or gratuity from the Contractor, Contractor hereby agrees to notify an officer of the Company of such act. It is agreed that the Company will hold such notification in confidence. Failure by the Contractor to comply with this paragraph XIX may, at the Company's option, result in the termination of this Agreement.

X. EQUAL EMPLOYMENT OPPORTUNITY, OCCUPATIONAL SAFETY, HEALTH AND ENVIRONMENTAL COMPLIANCE

A. The provisions of Title VII of the Civil Rights Act of 1964 regarding equal employment opportunity, and any amendments, are incorporated by reference, and Contractor agrees to comply with them as well as all other rules and regulations promulgated pursuant to the Act.



B. Contractor shall comply with all applicable local, state and federal environmental, occupational safety and health rules and regulations. These rules and regulations include, but are not limited to, regulations of the Occupational Safety and Health Administration (OSHA), the Bureau of Land Management and the United States Minerals Management Service. Further, Contractor shall comply with any posted safety rules including without limitation safety rules or policies prohibiting the use or possession of drugs, alcohol and contraband. Contractor shall also comply with Company's Substance Abuse Policy attached to this Agreement as Exhibit "C" and incorporated herein. Unless Contractor's employees are already bound by a substantially similar policy, Contractor agrees to communicate Company's Substance Abuse Policy to Contractor's employees and enforce it accordingly. Should the services to be performed by Contractor as set forth in Exhibit "A" fall within the rules and regulations of a governmental agency such as, by way of example, the Department of Transportation, then in such event Contractor shall institute and have in place a drug and alcohol testing program which complies with the rules and regulations of said governmental agency.

C. Contractor represents and warrants that each of its employees has received or shall receive immediately upon arrival sufficient training to be able to utilize Material Safety Data Sheets and to operate properly all safety equipment at the work site. Contractor also represents and warrants that it has trained each of its employees to perform his assigned work in a safe and competent manner so that the employee's actions will not endanger himself or others.

D. Contractor represents and warrants that any equipment or supplies brought to the work site by it have been inspected, tested and properly maintained and that such equipment or supplies are free from defects and fit for their intended use.

E. Contractor agrees to adhere to the applicable requirements of the Hazardous Communication Standard (29 CFR §1910.1200) as promulgated and enforced by OSHA and/or other federal, state and local government agencies.

F. Contractor shall be responsible for making all reports and notifications required by law to appropriate government agencies regarding the identity, composition and amount of hazardous chemicals, substances and/or materials, if any, used or brought by Contractor to the work site.

#### XI. APPLICABLE LAW AND DISPUTE RESOLUTION

A. The Parties agree and intend to provide that Pennsylvania law shall, except as otherwise provided in this Agreement, govern the interpretation of this Agreement and the rights of the Parties under this Agreement and any amendments hereto, without regard, however, to any choice of laws or conflict of laws provisions which would direct the application of the laws of another jurisdiction.

B. Any dispute between the Parties that cannot be resolved by good faith negotiations shall be submitted to mediation as a condition precedent to any litigation. In the event of a dispute, the Parties agree to participate in mediation cooperatively and in good faith.

C. The Parties agree that any dispute that cannot be settled through mediation shall be filed in a federal or state court in Allegheny County, Pennsylvania.

#### XII. ENTIRE AGREEMENT

A. Unless the Parties agree otherwise in a written agreement which specifically identifies this Agreement by date of execution and signatories, any services requested by Company and any goods, equipment or facilities

purchased and/or leased by Company from Contractor shall be provided by Contractor under the terms of this Agreement. In the event of any conflict between this Agreement and Exhibit "A," any addendum or any work order or purchase order, this Agreement shall control. This Agreement supersedes all other agreements, oral or written, previously entered into with respect to the subject matter contained in this Agreement and the transactions which it contemplates, and it contains the entire agreement of the Parties, including without limitation all agreements with respect to warranties. Any agreement or stipulation in any work order, delivery ticket, purchase order, or other instrument used by Contractor and/or Company not in conformity with the terms and provisions of this Agreement shall be null and void.

B. The Parties declare that they have contributed to the drafting of this Agreement or have had it reviewed by their counsel before signing it. It is expressly agreed that this Agreement shall not be construed against any party on the basis of who drafted this Agreement or who supplied the form of Agreement. Each party agrees that it has been purposefully drawn and correctly reflects their understanding of the transaction that it contemplates.

#### XIII. SEVERABILITY

If any provision of this Agreement is held to be partially or completely contrary to law and/or unenforceable, this Agreement shall be deemed to be amended to partially or completely modify such provision or portion thereof to the extent necessary to make it enforceable, or, if necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof.

#### XIV. EFFECTIVE DATE

This Agreement shall be deemed to have been in full force and effect on the date first above written or on the date on which Contractor first commenced the performance of any services for Company or first provided goods, equipment

or facilities to Company, whichever first occurred, and even though this Agreement may not then have been reduced to writing.

XV. WAIVER

No benefit or right accruing to either party under this Agreement or any amendment or addendum to Exhibit "A" shall be deemed to be waived unless the waiver is reduced to writing, expressly refers to this Agreement by date and signatories, and is signed by both Parties to this Agreement. The waiver, in one or more instances, of any act, condition or requirement stipulated in this Agreement shall not constitute a continuing waiver or a waiver of any other act, condition or requirement or a waiver of the same act, condition or requirement in other instances, unless specifically so stated in such written agreement.

XVI. INFORMATION TO BE CONFIDENTIAL

Contractor represents and warrants that neither it nor any of its contractors or subcontractors (regardless of whether such contracting or subcontracting is in violation of Article VIII of this Agreement) will publish or release to any other party any materials or information relating to this Agreement without Company's written approval. Information gained by Contractor as a result of the performance of services and/or the provision of goods, equipment or facilities under this Agreement, including, but not limited to, depth, formations penetrated, the results of coring, testing and surveying, shall be confidential and shall not be revealed at any time by Contractor to third parties without the prior written approval of Company.

XVII. TERMINATION OF WORK

Company may, at any time, in its sole discretion, terminate work covered by any work order, oral or written, issued hereunder, in which event Contractor shall be paid at the applicable rates stipulated in the Contractor's Rate Schedule or Bid for work rendered up to the date of such termination. In no event shall Contractor be entitled to be paid prospectively for work unperformed by reason of

such termination, nor shall Contractor be entitled to any other compensation or damages for loss of anticipated profits or otherwise. On notice of such termination, Contractor shall promptly remove its personnel, machinery, and equipment from the location and shall further cooperate with Company or its designee to ensure an orderly and expeditious transition and completion of the work.

The foregoing paragraph shall in no way limit Company's right to terminate Contractor without additional compensation in the event of Contractor's breach of this Agreement.

#### XVIII. TERMINATION OF THIS AGREEMENT

Upon execution of this Agreement and ongoing compliance with its terms, Company agrees that the name of Contractor shall be added to Company's approved list of CONTRACTORS and the Agreement shall remain in full force and effect until cancelled by either party. This Agreement may be terminated by either party by giving the other party ten (10) days advance notice in writing to that effect at the address set forth above. Such termination will not operate to relieve either party of any obligation arising from or incident to services performed or in progress prior to such time as this Agreement is terminated.

#### XIX. EXECUTION

A. The Parties have executed this Agreement, each representative warranting individually that (s)he has the full right, power and authority to execute it on behalf of the party (s)he represents.

B. In signing this agreement, contractor expressly acknowledges that it is aware of its right to obtain legal counsel to review this agreement. Furthermore, contractor expressly acknowledges that it has read and understands all of the provisions contained in this agreement, including without

limitation, the indemnity and release provisions, and agrees to all such provisions, as indicated by the signature of its representative below.

C. This Agreement may be executed by the use of counterpart signature pages.

CONTRACTOR:

COMPANY:

Strick-Lan Companies LLC

HG ENERGY, LLC

By:

W. Y. Q.

By:

[Signature]

Title

Corp Vice-President

Title:

CONTROLLER

List of Attachments

- Exhibit "A" - Scope of Work and Rate Schedule (Supplied by Contractor)
- Exhibit "B" - Minimum Insurance Requirements
- Exhibit "C" - Substance Abuse Policy

Vendor: Stric-Lan Companies LLC

Signed MSSA

Dated: 10/1/12

Exhibit "A" Scope of Work and Rate Schedule



Exhibit "B" - Certificate of Insurance

Worker's Comp/Employer's Liability

Expires: 10/1/13

General Liability Insurance - \$1,000,000

Expires: 10/1/13

Automobile Liability Insurance - \$1,000,000

Expires: 10/1/13

Pollution Liability Insurance - \$1,000,000



Expires: \_\_\_\_\_

Exhibit "C" - Substance Abuse Policy



W-9



02-0622060



HG ENERGY, LLC  
MASTER SERVICE AND SUPPLY AGREEMENT

EXHIBIT "C"

SUBSTANCE ABUSE POLICY

The purpose of this policy is to ensure that HG Energy, LLC maintains a work environment that is safe and conducive to high work standards and production. This policy covers the abuse of drugs and/or alcohol in the workplace by employees, applicants for employment, and contractors.

Possession, use, distribution, or being under the influence of or impaired by drugs while on the job or on Company property is prohibited and is cause for disciplinary action, including termination of employment. Unauthorized possession or use of alcohol, or being under the influence of alcohol while on the job or on company property, is prohibited and is cause for disciplinary action, including termination of employment.

The Company may employ drug and/or alcohol tests as follows: pre-employment, post accident or near miss, reasonable cause, random and post rehabilitation.

Employees and Contractors who perform work on certain gas pipelines that are jurisdictional to DOT CFR 49 Part 192 must be included in an anti-drug and alcohol misuse prevention program that meets all the requirements of the Regulation. Therefore, Contractor acknowledges by his/her signature below that all Contractor employees are included in a fully compliant program and agree to cooperate and provide any and all necessary documents and records requested by the Company to verify the Contractor's compliance with this Drug and Alcohol Testing requirement.

CONTRACTOR NAME:

Strick-Lan Companies, LLC

By: Will [Signature]

Title: Co. Vice-President